



**IN THE UNITED STATES PATENT & TRADEMARK OFFICE**

**Applicant:** Novation Pharmaceuticals Inc.  
**Serial No.:** 09/869,159  
**National Filing Date:** August 15, 2001  
**International Filing Date:** December 23, 1999  
**Title:** Assay for Identifying Compounds Which Affect Stability of mRNA

**DECLARATION OF**  
**DOMINIQUE CHENEVAL AND TANIA KASTELIC**

In re United States Patent Application  
filed August 15, 2001 under Serial No. 09/869,159  
entitled **Assay for Identifying Compounds**  
**Which Affect Stability of mRNA**

We, Dominique Cheneval and Tania Kastelic, hereby declare that:

1. We are the inventors of the subject U.S. patent application.
2. We submit this declaration to confirm the chain of title of the subject U.S. patent application.

**Filing History**

3. On December 24, 1998, a United Kingdom patent application was filed under Serial No. 9828709.7, entitled "Assay" listing Dominique Cheneval and Tania Kastelic as inventors.
4. On December 23, 1999, a PCT application was filed under PCT/CA99/01235, claiming priority to U.K. Patent Application No. 9828709.7.
5. On August 15, 2001, an application was filed in the United States under Serial No. 09/869,159 entitled "Assay for Identifying Compounds Which Affect Stability of mRNA", being national phase entry to PCT Application No. PCT/CA99/01235.

**Chain of Title**

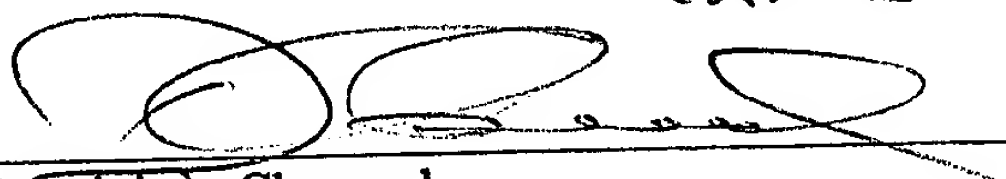
6. On December 22, 1998, we, the inventors, executed an assignment, a copy of which is attached as Exhibit "A", assigning our rights to U.K. Patent Application No. 9828709.7 to Novartis AG. A clerical error existed in the date of execution of said assignment. On July 16, 2003, an affidavit was submitted to the Canadian Patent Office, a copy of which is attached as Exhibit "B", to confirm the correct date of execution of the assignment to be after December 24, 1998. On August 20, 2003, the Canadian Patent Office issued a Certificate of

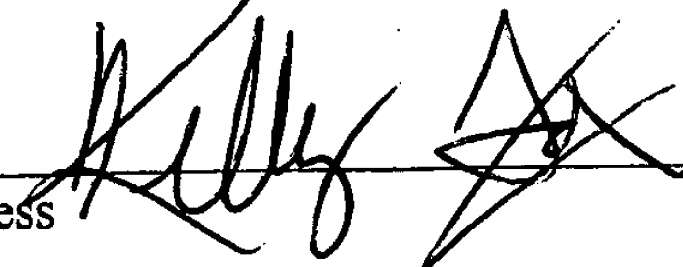
Correction, a copy of which is attached as Exhibit "C", confirming December 24, 1998 as the corrected date of execution of said assignment.

7. On December 21, 1999, Novartis AG executed an assignment, a copy of which is attached as Exhibit "D", assigning its rights to U.K. Patent Application No. 9828709.7 to Novation Pharmaceuticals Inc., the present owner of the subject U.S. patent application.
8. On July 18, 2001, we, the inventors, executed a "confirmatory assignment", a copy of which is attached as Exhibit "E", confirming the present subject U.S. patent application was assigned to Novation Pharmaceuticals Inc. given that the equitable owner of all rights, title and interest in said application was Novation Pharmaceuticals, Inc. The said confirmatory assignment did not, however, state that it was a confirmatory assignment, nor did it mention that the original assignee, Novartis AG, was a predecessor in title to Novation Pharmaceuticals, Inc.
9. The confirmatory assignment was filed with the United States Patent and Trademark Office on August 15, 2001 on Reel 012093 Frame 0533.
10. The reason why the confirmatory assignment was filed was to confirm that the original rights, title and interest of the inventors are currently in the name of Novation Pharmaceuticals, Inc. The confirmatory assignment should have stated that Novartis AG was a predecessor in title to the present assignee, Novation Pharmaceuticals, Inc.
11. We, the inventors, state that this Declaration is to acknowledge Novartis AG's role as a predecessor in title to Novation Pharmaceuticals and as such confirm all rights, title and interest should be with Novation Pharmaceuticals, Inc.
12. We, the inventors, verily believe that the confirmatory assignment was executed to confirm that the rights in equity and law to the present subject U.S. patent application ultimately flowed to, and currently remains with, Novation Pharmaceuticals Inc.

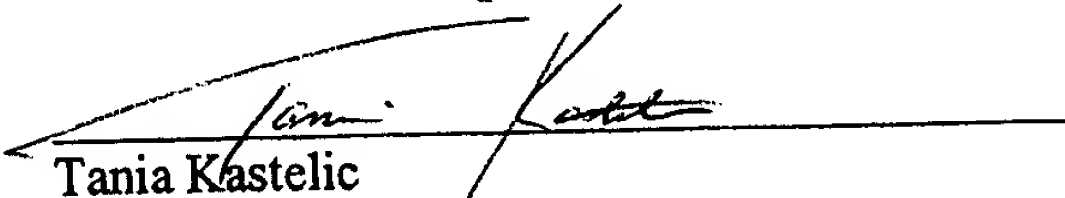
WE DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT AND IS WITHOUT ANY FRAUDULENT OR DECEPTIVE INTENTION.

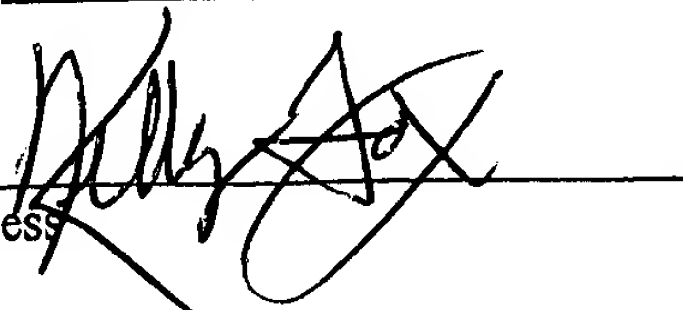
SIGNED at NEW WESTMINSTER, BC on 9/11/03, 2003.  
CANADA

  
Dominique Cheneval

  
Witness

SIGNED at NEW WESTMINSTER, B.C. on SEPT. 11, 2003.  
CANADA

  
Tania Kastelic

  
Witness

**Exhibit “A”  
to the Declaration of  
Dominique Cheneval and Tania Kastelic**

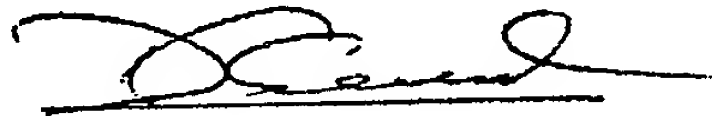
## ASSIGNMENT

- We
1. Dominique Cheneval, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
  2. Tania Kastelic, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*

for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to Novartis AG, a Company organized under the laws of the Swiss Confederation, of CH 4002, Basle, Switzerland, its successors, assigns and legal representatives all our right title and interest, in and to the invention entitled: *Assay* invented by us and described in British patent application No. *UK pat app. No. 9828709.7* ("The Patent Application") including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novartis AG, such that Novartis AG shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by us if the assignment had not been made.

Signed on December 22, 1998

1. Dominique Cheneval, *Schmiedeweg 2,*  
*CH-3048 Worblaufen, Switzerland*



2. Tania Kastelic, *Schmiedeweg 2,*  
*CH-3048 Worblaufen, Switzerland*

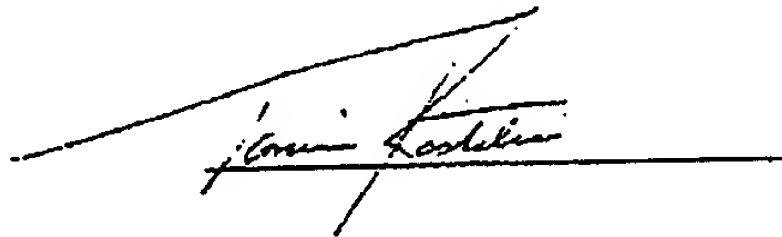


Exhibit "B"  
to the Declaration of  
Dominique Cheneval and Tania Kastelic

**IN THE CANADIAN PATENT OFFICE**  
**RE: PATENT APPLICATION NO. 2,356,621 FILED**  
**December 23, 1999**

**In re: Canadian Patent Application**  
**entitled Assay For Identifying Compounds**  
**Which Affect Stability of mRNA**

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**AFFIDAVIT**

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**IN THE CANADIAN PATENT OFFICE**

Applicant: **Novation Pharmaceuticals Inc.**

Serial No.: **2,356,621**

Filed: **December 23, 1999**

Title: **Assay For Identifying Compounds Which Affect Stability of mRNA**

**A F F I D A V I T**

In re Canadian Patent Application  
filed under Serial No. 2,356,621  
entitled **Assay For Identifying Compounds  
Which Affect Stability of mRNA**

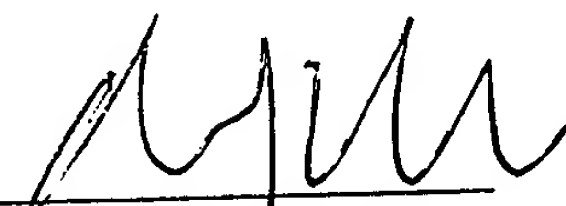
**AND IN THE MATTER OF** correcting a clerical error under Section 8 of the  
Canadian Patent Rules

I, RANDALL W. MARUSYK, of the City of Ottawa in the Province of Ontario, MAKE  
OATH AND SAY AS FOLLOWS:

1. I am a partner of MBM & Co., that was appointed as agent by the applicant to act in the prosecution of the above-referenced patent application.
2. The subject patent application was filed on December 23, 1999 under Serial No. 2,356,621.
3. An assignment for the subject patent application was filed on May 30, 2002 and registered on August 9, 2002 under registration number 05175783.
4. I am informed and verily believe that a clerical error exists in the date of execution of the assignment, a copy of which is attached as Exhibit "A". The date of execution was computer typed as December 22, 1998. I am informed and verily believe that the clerical error was an error that occurred in the mechanical process of writing or transcribing and its characteristic does not depend at all on its relative obviousness or the relative gravity or triviality of its consequences.
6. I am informed and verily believe that the correct date of execution of the assignment was after December 24, 1998.
7. I am informed and verily believe that the clerical error in the date of execution of the assignment as it appears in the recorded assignment was discovered upon a due diligence review of the application.

8. I am informed and verily believe that the clerical error in the date of execution of the assignment as it appears in the recorded assignment arose out of an error and was in no way intended for the purpose of deceit.

SWORN before me at the City )  
of Ottawa in the Province )  
of Ontario this 14 day of )  
JULY, 2003. )

  
Randall W. Marusyk

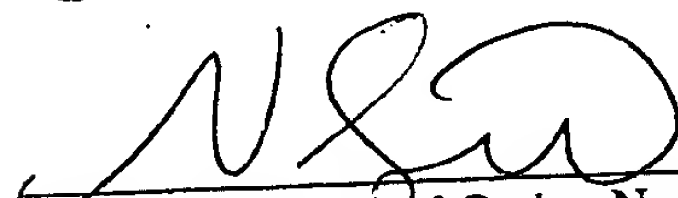
  
A Commissioner of Oaths, Notary  
Public, or the like official  
VALERIE SILVA



Exhibit A to the Affidavit  
of Randall W. Marusyk sworn  
this 14 day of JULY, 2003.

  
A Commissioner


## ASSIGNMENT

- We
1. Dominique Cheneval, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*
  2. Tania Kastelic, *Schmiedeweg 2, CH-3048 Worblaufen, Switzerland*

for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to Novartis AG, a Company organized under the laws of the Swiss Confederation, of CH 4002, Basle, Switzerland, its successors, assigns and legal representatives all our right title and interest, in and to the invention entitled: *Assay* invented by us and described in British patent application No. *UK pat app. No. 9828709.7* ("The Patent Application") including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novartis AG, such that Novartis AG shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by us if the assignment had not been made.

Signed on December 22, 1998

1. Dominique Cheneval, *Schmiedeweg 2,*  
*CH-3048 Worblaufen, Switzerland*



2. Tania Kastelic, *Schmiedeweg 2,*  
*CH-3048 Worblaufen, Switzerland*

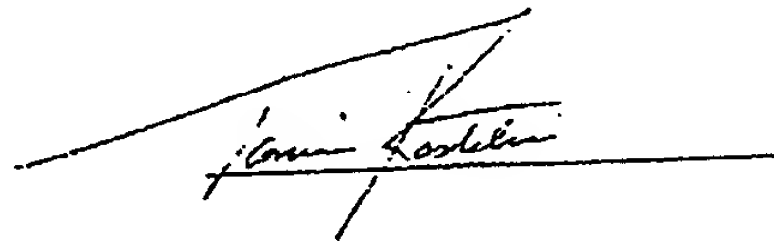


Exhibit "C"  
to the Declaration of  
Dominique Cheneval and Tania Kastelic



Office de la propriété  
intellectuelle  
du Canada

Un organisme  
d'Industrie Canada

Canadian  
Intellectual Property  
Office

An Agency of  
Industry Canada

*Bureau canadien  
des brevets  
Certificat de correction*

*Canadian Patent  
Office  
Certificate of Correction*

Canadian Application No. 2,356,621  
Filed: December 23, 1999

Les corrections suivantes sont faites en  
raison de l'article 8 de la *Loi sur les  
brevets* et le document doit être lu tel  
que corrigé.

The following corrections are made  
pursuant to section 8 of the *Patent Act*  
and the document should read as  
corrected:

In the Patent application:

1. The date of execution on the assignment document  
registered under number 5175783 against  
Canadian application number 2356621 has been corrected to read:

**December 24, 1998**

  
Agent certificateur / Certifying Officer

August 20, 2003

Date

Canada

(CIPO 25)

OPIC  CIPO

Exhibit "D"  
to the Declaration of  
Dominique Cheneval and Tania Kastelic

### ASSIGNMENT

This Assignment is made the 21<sup>st</sup> day of December 1999 between Novartis AG of CH 4002, Basle, Switzerland, and Novation Pharmaceuticals Inc. of 1323 Regan Avenue, Coquitlam, B.C., Canada V3J 3B6

### WHEREAS

- A) Novartis AG is the applicant and proprietor of British patent application No. 9828709 filed at the British Patent Office on 24 December 1998 ("The Patent Application");
- B) Novation Pharmaceuticals Inc. wishes to take assignment of the Patent Application and the invention disclosed therein ("The Invention"); and
- C) Novartis AG and Novation Pharmaceuticals Inc., by an agreement between them dated 20 December 1999 ("The Agreement"), have agreed that the Patent Application and The Invention shall be assigned to Novation Pharmaceuticals Inc., subject to the terms and conditions hereinafter set out and as set out in The Agreement.

### NOW THIS ASSIGNMENT WITNESSES, THEREFORE,

1. In consideration of the good and valuable consideration set out in The Agreement, Novartis AG does hereby sell, assign and transfer to Novation its entire worldwide right, title and interest in and to the Patent Application, and the Invention, including in particular the right to claim priority from the Patent Application when filing any patent applications filed in respect of the Invention in any country of the world, including any refilings, divisions, continuations, reissues, provisional applications, continuation-in-part applications, reexaminations, extensions and supplementary protection certificates in respect of the Invention ("Further Patent Applications") and the right to have any patents which are granted on the Patent Application or any Further Patent Application granted in the name of Novation, such that Novation shall hold and enjoy the said patents as fully and entirely as the same would have been held and enjoyed by Novartis if the assignment had not been made.

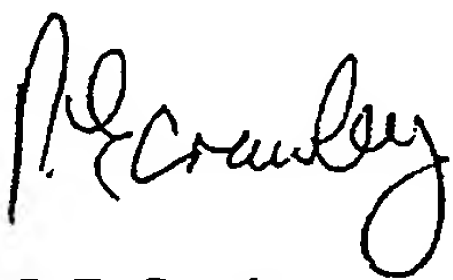
- 2 Novartis agrees that it will at any time upon request, without charge to, but at the expense of Novation, execute such additional assignments, confirmatory assignments and lawful papers as may be required to record and bring the aforementioned assignment into effect, and that on completion of the assignment Novartis shall transfer to Novation the relevant parts of its files on the Patent Application, retaining one copy thereof for record purposes.

IN WITNESS WHEREOF, Novartis AG and Novation Pharmaceuticals Inc. have duly executed this Assignment (The effective date of this Assignment shall be the date first above given)

Basle, Switzerland

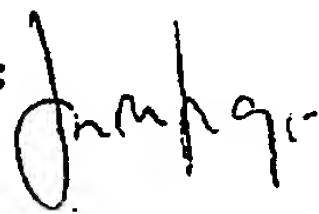
Date: 21<sup>st</sup> December 1999

NOVARTIS AG as Assignor

By: 

Name: P. E. Crawley

Authorised Signatory

By: 

Name: G. Grange

Authorised Signatory

Coquitlam, B.C., Canada

Date: 21<sup>st</sup> DECEMBER 1999

NOVATION PHARMACEUTICALS

INC. as Assignee

By: 

Name: D. CHENEVAL

Exhibit "E"  
to the Declaration of  
Dominique Cheneval and Tania Kastelic



## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Tania Kastelic and Dominique Cheneval, the undersigned inventor(s) hereby sell(s) and assign(s) to Novation Pharmaceuticals Inc. (the Assignee) their entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages;

*check applicable box(es)* ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention(s) known as Assay for Identifying Compounds Which Affect Stability of mRNA for which application(s) for patent in the United States of America has (have) been executed by the undersigned on July 18, 2001

(also known as United States Application No. (U.S. National Phase of PCT/CA99/01235), filed (International Filing Date: December 23, 1999) ), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893;

Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: July 18, 2001

Signature of Inventor:

  
Tatia Kastelic

Date: July 18, 2001

Signature of Inventor:

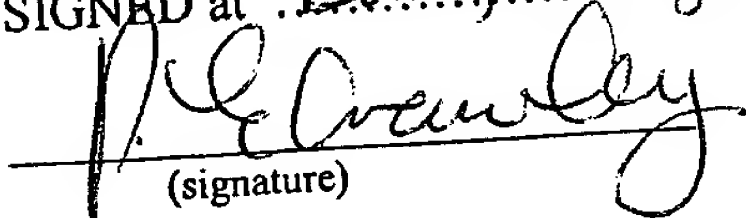
  
Dominique Cheneval

(Atty. Dkt. 1556.0290000/RWE)

**ACKNOWLEDGMENT OF DECLARATION OF  
DOMINIQUE CHENEVAL AND TANIA KASTELIC**

I, PATRICK EDWARD CRAWLEY as a duly authorised signatory and on behalf of Novartis AG, whose full post office address is Lichstrasse 35, Bldg. 200-322, Basel CH-4002, Switzerland, acknowledge the attached Declaration of Dominique Cheneval and Tania Kastelic signed on 9/11/03 and 9/11/03, respectively, regarding the assignment of U.S. Patent Application No. 09/869,159, and confirm the statements made therein to be true.

SIGNED at Basel, Switzerland, this 29<sup>th</sup> day of September, 2003.

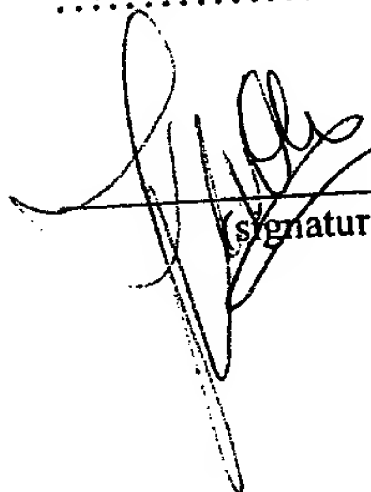
  
(signature)

Name: PATRICK EDWARD CRAWLEY

Title: AUTHORISED SIGNATORY

I, MARTINE KUHN declare that I was personally present and did see  
(Notary, Attorney, Witness)

PATRICK CRAWLEY duly sign and execute the above acknowledgement.

  
(signature of witness)

**ACKNOWLEDGMENT OF DECLARATION OF  
DOMINIQUE CHENEVAL AND TANIA KASTELIC**

I, DOMINIQUE CHENEVAL as a duly authorised signatory and on behalf of **Novation Pharmaceuticals Inc.**, Assignee, whose full post office address is 635 Columbia Street, New Westminster, British Columbia, V3M 1A7, acknowledge the attached Declaration of Dominique Cheneval and Tania Kastelic signed on 9/11/03 and 9/11/03, respectively, regarding the assignment of U.S. Patent Application No. 09/869,169, and confirm the statements made therein to be true.

SIGNED at NEW WESTMINSTER, Canada, this 30 day of SEPTEMBER, 2003.

  
(signature)

Name: DOMINIQUE CHENEVAL

Title: PRESIDENT COO

I, Kelly Fox declare that I was personally present and did see  
(Notary, Attorney, Witness)

DOMINIQUE CHENEVAL duly sign and execute the above acknowledgement.

  
(signature of witness)